

KEVIN J. CONYNGHAM (0135)
ZIMMERER, MURRAY & CONYNGHAM
Park 80 West, Plaza One
Saddle Brook, NJ 07663
Tel. (201) 845-7077
Attorneys for Defendants/counterclaimants and third-party plaintiffs, OGK America, Inc. & Yale Kim a/k/a Youngil Kim

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

OTOS TECH CO., LTD.,

Plaintiff,

vs.

OGK AMERICA, INC. & YALE KIM A/K/A
YOUNGIL KIM,

Defendants/Third-Party Plaintiffs

vs.

OTOS OPTICAL CO., LTD., and MOON
YOUNG HUH

Third-Party Defendants.

CIVIL ACTION NO: 03-1979 (WHW)

Hon. William H. Walls, U.S.D.J.

**CERTIFICATION OF YALE KIM
A/K/A YOUNGIL KIM IN OPPOSITION
TO MOTION TO ENFORCE FOREIGN
JUDGMENT OF KOREA**

(Document Filed Electronically)

YOUNGIL KIM, being of full age, certifies and says:

1. I am a defendant in the above matter.
2. I make this Certification in opposition to the Motion to Enforce a Foreign Judgment filed by the plaintiff.
3. OGK America, Inc., is a New Jersey corporation formed in 1995. I am the president and my wife and I are its sole shareholders.
4. My wife and I moved to the United States from Korea in 1985. I have a valid alien residence card. My wife is a naturalized United States citizen.

5. I have spent several thousands of dollars in defending two cases involving the identical parties in this matter and the related matter in Korea. I first learned of the lawsuit in Korea when I received a Provisional Attachment of my commissions from Korea OGK Co., Ltd. See Exhibit A, copy of Provisional Attachment and my translation the Provisional Attachment.

6. The proceeding in Korea was heard by a judge only and not before a jury. It involved only two witnesses that testified at trial consisting of myself and Kevin Lee, employee of OTOS Tech Co., Ltd., and OTOS Optical Co., Ltd. Moon Young Huh, the president and owner of OTOS Tech Co., Ltd., and OTOS Optical Co., Ltd., did not testify nor was any testimony submitted by him before the judge in Korea.

7. According to the decision of the judge in Korea, the only point of contention at trial was whether an agreement was made on February 5, 2003 which authorized me to deduct three years of expected profits from the "export payment checks to be remitted to the plaintiff" which has been referenced in both litigated matters as the "mutual agreement" or the February 5, 2003 agreement.

8. The case in Korea did not involve the various causes being pursued in the present matter involving breach of the oral contract between that parties, the claim for breach of the implied covenant of good faith and fair dealing and my claim for compensation for my actual time and efforts referred to as a quantum meruit claim.

9. I do not believe the court in this matter should enforce the judgment from Korea on the February 5, 2003 agreement because I have filed an appeal in that matter which is expected to be decided in September, 2006. See Exhibit B, Copy of Appeal filed in Korea, first page only.

10. Even though my attorney filed an appeal in Korea, the plaintiff seized two things in Korea. One is my apartment in Kyounggi-Do (suburban area of Seoul, Korea--worth about \$150,000), the other one is my commission from Korea OGK Co., Ltd. My only income in 2004 and 2005 was by commissions paid to me by Korea OGK, which Otos seized).

11. By the judgment of the court in Korea, Otos was entitled to execute its right for these two assets. Otos has put my apartment on the auction first. According to the court officer, it will take about three to six months for actual auction due to processing time.

12. In addition, Korean judge applied 20% interest on the judgment in Korea (apparently in an attempt to expedite pay off of the judgment in Korea).

13. I have an appeal pending in Korea which focuses upon the errors of the judge in not upholding the "mutual agreement". I am also arguing the error in allowing a similar lawsuit to proceed while I was involved in the United States District Court lawsuit. Finally, I am seeking to overturn the decision for failure of the court to apply Korean law that would allow me to be paid a mandatory amount of the sales agency's right which is based on an average of yearly commission over five years.

14. Accordingly, for this reason and the reasons set forth in the opposition prepared by my attorneys, I respectfully request that the motion to enforce the judgment in Korea be denied.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



A handwritten signature in black ink, appearing to read "Youngil Kim". Below the signature, the name "Youngil Kim" is printed in a smaller, standard font.

Dated: March 28, 2004

A EXHIBIT

Ruling of provisional attachment

No.2 Civil court of Ansan Branch, Soowon district.

Case # : 2004 1333 Provisional attachment of obligatory right

Obligee : Otos Tech Co., LTD.
234-12 kasan-Dong, Keumchun-Ku, Seoul, Korea
President Moon Young Huh

Obligor : Youngil Kim
OGK America, Inc.
111 Charlotte Place # 303, Englewood Cliffs, NJ 07632
delivery address : #706-207 Jookong Apt. 670 Kojan-Dong
Danwon-Ku, Ansan city.

3rd obligor : Korea OGK Co., LTD.
261-6 Ganhyun-Ri, Jijung-Myun, Wonjoo City
President : Soo An Park

Request (ruling decision)

Provisional attachment of obligor's credit to the 3rd obligor was ruled by this court.
The 3rd obligor should not pay to the obligor for this credit.

The obligor may appeal to the court of cancellation or cease of this ruling with
depositing a bond of below amount.

Content of claimed credit : Usurpation

Amount of claim : Won 690,200,696.- (equivalent \$ 587,755.05)

Reason

This court accepted obligee's claim after receiving deposition bond.

2004. 12. 9

Clark Jumsoo Park

2004. 12. 9

Chief judge	Inwook Kim
Judge	Jaeho Park
Judge	Sungkwan Moon

- 1. This decision of ruling provisional attachment was judged by the documentation provided by the obligee.
- 2. Obligor may appeal to the court for this decision for its cancellation or cease of this ruling.

List of attachment

Amount : Won 690,200,696.-

The 3rd obligee's unpaid commission to the obligee as well as future commission amount to be paid to the obligee until it reaches amount of Won 690,200,696.-

印 藏 古 文 稿

2004. 12. 9.

2004. 12. 10. 韓國大學生報

10

卷之六 九百九十六

১০৪ স্বামী জগন্নাথ

· 古時丁口少，故賦稅亦輕。而元朝土著漢人，多被賦役。

可采叶茎花果种子及根部均可入药。

二

卷之三

한국기독교교단총회 : 경기도 수원시 팔달구 670-207호 706호 010-303-07632

生态学与环境生物学

234-12
2011-07-27
한국기독교학회

卷之三

四

第2单元

支那の政治と社会

(電子計算機 計算問題)



220-822

한국의 철학과 문학

六叶草

2. 2012년 4월 3일 오후 1시 30분에 제작된 영상은 다음과 같은 내용을 담고 있습니다.
※

부 록 제 1

부 록 제 2

한국어로 된 문서입니다.
한국어로 된 문서입니다.

한국어로 된 문서입니다.
한국어로 된 문서입니다.
한국어로 된 문서입니다.
한국어로 된 문서입니다.
한국어로 된 문서입니다.

번호 690,200,6964

한국어로 된 문서입니다.

B EXHIBIT

제작(국립현대미술관), 010-8321-2000(전화번호)는 2003. 5. 1. 이전에는 국립현대미술관이 제작한 미술제 전시회에 대한 출판권을 갖고 있었지만, 2003년 5월 1일 이후에는 국립현대미술관은 출판권을 갖고 있지 않다. 따라서 국립현대미술관은 출판권을 갖고 있는 미술제 전시회에 대한 출판권은 더 이상 갖고 있지 않다.

1. 電子書籍の構成

(國語 國語)•召公

I. 이 사건 소송 제기 사실에 대한 증명과 함께 사건의 전개 과정에 대한 증명

四

제 250 챕터

한국 대학교육학회는 교육학 분야의 학제적 연구와 교육 현장에서의 실무적 문제를 조망하는 학술 활동을 통해 교육학 분야의 발전과 교육 현장의 혁신을 목표로 한다.

2006 4 13386 早啓小説電書
正(明治文庫) 第二回
正(明治文庫) 第三回

四百三